



November 16, 2017

EPA Region 1
Attention: Frank Gardner
5 Post Office Square
Suite 100, Mail code: OSRR7-2
Boston, MA 02109-3912

**Re: Montachusett Regional Planning Commission
FY 2018 Brownfields Assessment Grant Application**

Dear Mr. Gardner:

Please find attached the Montachusett Regional Planning Commission's (MRPC) request for Hazardous Substance grant funding under the U.S. Environmental Protection Agency's Brownfields Assessment Grants Program. The total request of \$200,000 includes the expenditure on Hazardous Substances funding for the completion of Phase I and Phase II Environmental Site Assessments, over three program years.

The MRPC Region is comprised of 22 cities and towns in north central Massachusetts, about 45 miles northwest of Boston. The region which has lost the majority of its once thriving industrial economy through the outsourcing of American jobs and decline in the need for skilled labor. The Region's formerly prosperous and vibrant urban cores are left dilapidated and empty with the ghosts of their industrial past haunting them today.

Funding to facilitate the redevelopment of the region's known 570 hazardous sites offers an immense opportunity to jumpstart the region's economic revitalization. Assessment activities (with a focus on Phase II ESAs) will target in the Route 2 Corridor, an area within the Region which has been especially hard hit by job loss, crime, and poverty.

- a. **Applicant Identification.** Montachusett Regional Planning Commission,
464 Abbott Avenue, Leominster, MA 01453.
- b. **Funding Requested.**
 - i) **Grant Type:** Assessment
 - ii) **Assessment Grant Type:** Community-Wide
 - iii) **Federal Funds Requested:** \$200,000
 - iv) **Contamination:** Hazardous Substances
- c. **Location.** The Montachusett Region consists of 22 municipalities, located in "North Central Massachusetts" west-northwest of the City of Boston, Massachusetts (State Capital). From the City of Boston to the Region's eastern boundary is approximately 45 miles and to our western boundary is approximately 80 miles. The Montachusett

Regional Planning Commission is a regional government entity, created under Massachusetts Statutory authority in 1968 (Massachusetts General Law Chapter 40B, Sections 20-23). Each municipality appoints members and alternates to the MRPC to serve as Planning Commissioners. MRPC staff serves the member communities' Planning Commissioners.

d. Property Information for Site-Specific Proposals: Not Applicable. This is a Community-wide proposal.

e. Contacts:

i) Project Director: John Hume
Phone: 978-345-7376, Ext. 302
Fax: 978-348-2490
Email: jhume@mrpc.org
Mailing Address: Montachusett Regional Planning Commission
464 Abbot Avenue
Leominster, MA 01453

ii) Chief Executive/ Highest Ranking Elected Official: Glenn P. Eaton, Executive Director
Phone: 978-345-7376, Ext. 310
Fax: 978-348-2490
Email: geaton@mrpc.org
Mailing Address: Montachusett Regional Planning Commission
464 Abbot Avenue
Leominster, MA 01453

f. Population:

- i) The total population of the 22 municipalities in the Montachusett Region is 236,475 (2010 US Census).
- ii) The Route 2 Corridor Target Area population is 153,087.
- iii) This jurisdiction is not located within, or include, a county experiencing "persistent poverty" where 20% or more of its population has lived in poverty over the past 30 years.

g. Regional Priorities Form/ Other Factors Checklist. Please see the attached Regional Priorities Form/ Other Factors Checklist for additional information

h. Letter from the State or Tribal Environmental Authority. Please see attached letter from the Commonwealth of Massachusetts acknowledging that the applicant plans to conduct assessment activities and is planning to apply for FY18 federal brownfields grant funds.

Should you require further information, please do not hesitate to contact either John Hume or myself (contact information above).

Glenn Eaton



Executive Director

CC: Mr. Rodney Elliott, MassDEP, One Winter Street, 2nd Floor, Boston, MA 02108

Appendix 3: Regional Priorities Form/Other Factors Checklist

Name of Applicant: Montachusett Regional Planning Commission

REGIONAL PRIORITIES OTHER FACTOR

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F, please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s): Assistance to Communities That Have Limited In-House Capacity to Manage Brownfield Projects
Page Number(s): 1

ASSESSMENT OTHER FACTORS CHECKLIST

Please identify (with an **X**) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
The jurisdiction is located within, or includes, a county experiencing "persistent poverty" where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 200 decennial census and the most recent Small Area Income and Poverty Estimates.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Targeted brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments.	Page 5
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying in the proposal the amounts and contributors of resources and including documentation that ties directly to the project.	Page 10 and Attachment A
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

October 25, 2017

U.S. EPA New England
Attn: Frank Gardner
5 Post Office Square, Suite 100
Mail Code: OSRR07-3
Boston, MA 02109-3912

RE: STATE LETTER OF ACKNOWLEDGMENT
Montachusett Regional Planning Commission, Application for EPA Assessment Grant Funds

Dear Mr. Gardner:

I am writing to support the proposal submitted by the Montachusett Regional Planning Commission (MRPC) under the Fiscal Year 2018 U.S. Environmental Protection Agency (EPA) Brownfield Assessment Grant Program. MRPC is seeking funding to conduct assessments on various properties within their regional area. MRPC has been successful in redeveloping Brownfields properties into affordable housing units, new municipal facilities, and the creation of new jobs. Further redevelopment of Brownfields properties is a top priority in order to spur job creation and provide open and recreational spaces.

In Massachusetts, state and federal agencies have developed strong partnerships and work together to ensure that parties undertaking Brownfield projects have access to available incentives. The Massachusetts Department of Environmental Protection (MassDEP), through our regional officers, provides technical support to Brownfield project proponents when regulatory issues arise. If this proposal is selected, MassDEP will work with our state and federal partners to provide the support to the MRPC that will be needed to help make this project a success.

We greatly appreciate EPA's continued support of Brownfield efforts here in Massachusetts.

Sincerely,

Rodney Elliott
Brownfields Coordinator, Bureau of Waste Site Cleanup

cc: John Hume, Planning and Development Director, MRPC
Michael LeBlanc, Brownfields Coordinator, MassDEP Central Regional Office

1. COMMUNITY NEED

a. Target Community and Brownfields

i. Community and Target Area Descriptions

The region covered by the Montachusett Regional Planning Commission (MRPC), located in the north central area of Massachusetts, consists of 22 cities and towns and is situated in a rural setting with urban cores first developed during the industrial revolution dating back to the mid 1800's. The area is birthplace of John Chapman, known as Johnny Appleseed, an American pioneer who planted apple trees throughout the country. While he became an American Legend, his birthplace became a liability wrought with an industrial legacy of waste. As people moved from the rural landscape, back to the city to look for work, mills shut down, jobs were outsourced overseas, and businesses moved to locations where better transportation infrastructure and housing was in place leaving behind the contaminated skeletons of our industrial past, an aging population with low-incomes, and relatively few jobs or prospects for employment.

The health impacts of urban blight and crime on the remaining population is significant. Communities are littered with abandoned buildings, boarded up windows, chain-link fences with barbed wire, and properties with illegal dumping. Many of these sites are former mill buildings with peeling lead based paint, sheets of asbestos insulation draping from the ceilings and walls, soil laden with metals and the industrial residues of cancer-causing chemicals, groundwater unsafe to drink, and potential chlorinated vapors lurking beneath the building footprints. Today our member communities are struggling to attract new business and residents to the downtown areas due to the poor housing stock left in the shadows of the industrial past and the inaccessibility to the area despite our location 45-miles northwest of the Boston. The area hit the hardest within the Montachusett Region is the "Route 2 Corridor Target Area" which includes the eight communities of Athol, Ayer, Clinton, Fitchburg, Gardner, Leominster, Shirley, and Winchendon. Not only are the vast majority of brownfields located in the Route 2 Corridor Target Area, but per capita income, unemployment, and poverty are an issue with each individual community located in the target area consisting of Environmental Justice Populations. The Route 2 Corridor Target Area is fighting to return its industrial legacy into affordable housing and incubators for business but the battle is waning. Assessing and cleaning up these former industrial properties will provide opportunities for the development of affordable housing for the rural areas and the underserved low-income population struggling to survive.

ii. Demographic Information and Indicators of Need

	Montachusett Region	Route 2 Corridor Target Area	Massachusetts	United States
Population	220,192	153,087	6,811,779	316,515,021
Unemployment	8.0%	9.31%	5.1%	5.2%
Poverty Rate	9.3%	13.80%	11.6%	15.5%
Percent Minority	6.5%	10.61%	21.4%	26.4%
Per Capita Income	33,384	28,271	36,895	28,930
Median Household Income	75,415	58,025	68,563	53,889

Source: American Community Survey 2011-2015 5-Year Estimates

In addition to the demographics above, many ***school age children within the region are struggling***. According to the MA Dept. of Elementary and Secondary Education, the uphill struggle these children face is exemplified by statistics, especially Fitchburg Public High School (a target community with the second largest population in the region located within the ***Route 2 Target Area***) where ***54% of the students are categorized as "economically disadvantaged" compared to the state rate of 30.2%, and 21.7% of the students have a disability*** compared to the state rate of 17.4%. Moreover, the high school has lower SAT averages in every category (reading, writing, math), a lower graduation rate, a higher dropout rate, and is

among the lowest performing 20% of schools statewide creating more disadvantages for minority students **(48.3% of students in Fitchburg High School are Hispanic compared to the state rate of about 17%)**.

iii. Description of the Brownfields

Parts of the Montachusett Region were incorporated as early as 1653. Dominant industries were furniture fabrication, paper-making and plastics which all continued into the 20th Century. Few of these industries remain in the Target Area Communities or the Region. The Route 2 Corridor Target Area **was historically the most densely industrialized** area in the Region due to its proximity to the Nashua River to the east and the Millers River to the west. Nine of Fitchburg's major mill sites are located within this Corridor with surrounding residential areas.

MRPC's database inventory and GIS mapping of potential Brownfields sites in the Region, originated from the 1,920 **"Waste Site / Reportable Releases" sites listed by the MA Department of Environmental Protection (MassDEP)**¹. Of these listed sites, 1,350 are minor in nature (e.g. car accidents where fluids were released and immediately cleaned up) or closed with or without restrictions. This leaves a whopping **570 sites in the Region** which are listing by MassDEP and meet EPA's definition of a "Brownfield" (impacted by either hazardous materials and/or petroleum). Within the **Target Area, there are over 396 or 70% of the Region's Brownfields sites**.

The potential Brownfields sites range from small dry cleaners to large abandoned industrial mill complexes in the tens of acres in size. The majority are **located over potentially productive aquifers, many of which serve as the primary water supplies for residents**. The hazardous substances sites consist of mills, dry cleaners and former paper-making industries which have contaminated properties with PCBs, dioxins, and chlorinated VOCs. Brownfields sites have degraded waterways and led to a blighted industrial landscape with both real and perceived contamination. A very real human health risk exists for current residents and sensitive populations along with the stigma of environmental issues scaring off new investment, potential residents, and development in the Region.

b. Community Need (Welfare, Environmental, and Public Health Impacts)

i. Welfare Impacts

The disproportionately high number of potential Brownfields sites in the Route 2 Corridor Target Area (396) and the Region as a whole (570) have a direct negative effect on the welfare of the region's population. By adding blight, property vacancy, community disinvestment, burden on municipal services and a reduced tax base; Brownfields contribute to high unemployment rates, poverty, and erosion of home value among other ills. The low-income and unemployed residents need safe, non-contaminated affordable housing and access to a commutable center so they can look for employment opportunities and not have to pick substandard housing and no employment opportunities in Brownfields areas over family safety and job security. Within the Montachusett Region, according to the 2015 American Community Survey Census, the unemployment rate is 8.0% compared to the National rate in 2015 of 5.2%. Moreover, the highest unemployment rates were the Route 2 Corridor target area communities with a combined unemployment rate of 9.2%.

The Region lost over 6,452 manufacturing jobs over the past decade, most from the Route 2 Corridor. This area had historically one of the highest percentages of manufacturing jobs in Massachusetts and the Nation (ACS Estimates (2015) and 2010/2000 Census data). Manufacturing sector employment represents a 16.9% share of the Region's total employment (19,757 jobs) down from 24.4% in 2000 (26,209 jobs). Our percentage of 16.9% remains higher than the State (10.1% which is a decrease from 12.8% in 2000) and the Nation (11.2% which is a decrease from 14.1% in 2000).

¹ <http://public.dep.state.ma.us/SearchableSites2/Search.aspx>

The State and Region's poverty rate are 11.6% and 9.3%, respectively, the rate is significantly higher in in the Route 2 Corridor Target Area (13.8%). The Region's Per Capita Income is higher than the National Average but the cost of living is higher than 79% of the country². Moreover, the Region's per capita income is less than the statewide average and the Route 2 Corridor Target Area is significantly lower than the Region and the state and even lower than the national rate even though the cost of living is higher.

ii. Cumulative Environmental Issues

Based upon the large number of the potential Brownfields sites in the Region; their effects on the environment are clearly evident. However, the Region suffers from other environmental issues as well. The Route 2 highway cuts through the region like an east-west knife. While acting as the major transportation corridor for the area, this highway is often clogged with congestion and emits noise, air and storm-water pollution. Due to the industrial bones of the regions infrastructure, heavy industry exists and releases discharge to surface water, groundwater and the atmosphere. The Region is located downwind of the industrial operations of the Rust and Coal Belts in the Midwest. Air pollution from these industrial sites, located hundreds of miles away, impacts the regions soil and water quality in the form of particulate fallout as well as acid rain. Moreover, most communities have a landfill within its jurisdiction and the targeted area is no exception - impacts include degradation of water quality and breathing air, especially as a fill for toxic materials such as asbestos. Fitchburg's landfill is one such landfill and is one of the largest in the region and is located within the Target Area on the edge of Leominster State Forest. The Notown Reservoir also lies within the Target Area, supplies drinking water to the City of Leominster, and is a mere three miles from industrially contaminated land in Fitchburg. Moreover, each community within the Target Area is made up of Environmental Justice areas that are subject to these and other environmental issues.

iii. Cumulative Public Health Impacts

As indicated above, the majority of Brownfields are clustered in the urban areas of the Region and these urban areas tend to have higher densities and significantly higher **sensitive populations (minorities, children, and women of child-bearing age)** than surrounding areas. These residents are disproportionately impacted by Brownfields and associated environmental problems. Since the target communities with the low-income residents are sandwiched between major highways and in close proximity to contaminated waterways, the residents of the area are subjected to a negative and **disproportionate impact** from the numerous Brownfields in the area. Data for sensitive populations in our target areas are highlighted below:

- **Children:** Approximately 50% of the communities in the Region have a higher percentage of population less than 18 years old than the Statewide average ⁵.
- **Elderly:** The elderly population (those 65 years of age or older) in Massachusetts is 14.7%, but a considerably higher proportion is found in several of our communities including 21.1% in Petersham.
- **Education:** Two of the largest target communities Fitchburg (17.8%) and Leominster (13.5%) exceed the State rate of 10.2% of residents 25 years or older without a high school diploma. ⁵
- **Race/Ethnicity:** The 2010 US Census indicates that the Region has decreased to 83.6% white (from 87.1% in 2000). The Region's urban areas in have seen notable growth in the Latino/Hispanic and Asian populations. The Hispanic population now accounts for 9.3% of the Region's population and is primarily concentrated in the target area: Fitchburg (21.6%) and Leominster (14.5%). The Black/African American population has remained steady over the past decade representing 2.9% of the Region's population but is higher in our target communities of Leominster (4.5%) and Fitchburg (4.0%).

² 2010 Census Cost of Living Index

The 2015 Community Health Assessment of North Central Massachusetts³ further supports the **threats to health and safety facing these sensitive populations** who live in the vicinity of the target area Brownfields:

- **Overall Mortality Rate:** The Mortality Rate is defined as the number of deaths per 100,000 people per year. In 2011, the age-adjusted mortality rate in Massachusetts was just 668.82 per 100,000. Fitchburg had the highest age-adjusted mortality rate per 100,000 at 873.16, followed by Athol at 868.14. Gardner (802.61), Leominster (728.86), and Clinton (743.4) also had abnormally high rates when compared to the state in its entirety.
- **Premature Mortality Rate:** Premature mortality is defined as deaths occurring before the age of 75. The premature mortality rate (PMR) is the number of premature deaths per 100,000. In 2011, the age adjusted premature mortality rate in Massachusetts was 273.41 per 100,000. In Fitchburg the age-adjusted premature mortality was an astounding 411.93 per 100,000, followed by Gardner at 390.57.
- **Cancer:** In 2010, the age-adjusted cancer mortality rate in Massachusetts was 165.65 per 100,000. A number of communities across the Region had higher rates than the State including Gardner at 203.37 and Leominster (188.91).
- **Infant Mortality Rate:** The Infant Mortality Rate (IMR) in Massachusetts for 2010 was 4.38 per 1000 live births. The infant mortality rate for Fitchburg was reported to be 9.17 per 1,000 live births, or more than twice the infant mortality rate.
- **Breast Cancer:** In 2011, the age-adjusted breast cancer mortality rate per 100,000 women in Massachusetts was 19.26. In the town of Shirley, a target area community, it was 101.17.
- **Lung Cancer:** In 2011, Massachusetts had an age-adjusted lung cancer mortality rate of 44.63 per 100,000. In the Target Area community of Shirley it was considerably higher at 106.92 along with Clinton (71.62), Gardner (66.52), Leominster (50.06), and Fitchburg (54.16).

c. Financial Need

i. Economic Conditions

MRPC is a regional planning commission with limited state and federal funding to maintain a small number of staff to perform regional planning activities over a large geographic area. In the past, MRPC has administered multiple successful EPA Brownfields programs including a FY15 program; while some petroleum funds remain, the vast majority of hazardous substance funds have been spent and the remaining balance has been allocated to projects. Since hazardous substance funds were depleted, MRPC has been continually approached by MRPC communities for additional assessment funding and MRPC maintains a list of sites in need of assessment activities.

Communities within the Region have a limited tax base and are challenged to have their operating budget cover the costs of the basic municipal functions like education, public safety and general government operation. As demonstrated in the demographics table, the Region also has disproportionate high unemployment, job loss, declining manufacturing, lowest home values throughout Massachusetts, and housing foreclosures which affect the ability of communities to generate tax revenue, impacting fiscal conditions throughout the Region. As the Region continues to stall, redevelopment dollars for underutilized properties are scarce and financing is difficult to secure due to concerns over environmental liabilities.

Parts of the region are even to this day still recovering from the **natural disasters** of a massive ice storm of 2008 which collapsed roofs, tree limbs, and power lines, knocking out power to nearly 1 million homes and businesses in New England. Northern Worcester County, including all of the eight Target Area Communities, was the hardest hit area where 109,000 people lost power. A December 15, 2008 USA Today newspaper article stated "just above downtown Fitchburg, the site of ice-covered trees glistening in the bright sunshine gives way to frozen, battered cars and trucks sat idle in the iced-over driveways of darkened homes". The

³Published by the Community Health Network of North Central Massachusetts (CHNA9), 2015

storm resulted in tons of debris, much of which still remains in more remote areas of the region. Moreover, a rare October snowstorm hit Northern Worcester County in 2011 exceptionally hard, downing trees/limbs/power lines/etc. adding to previous ice storm debris and closing schools and businesses and grinding transportation to a halt as a State of Emergency was declared in Massachusetts. MRPC communities and firefighters remain especially concerned over debris from these storms and the wild fire hazard that it constitutes.

Starting in the 1970s, the Route 2 Corridor Target Area Communities experienced the general trend of heavy industry migrating away from the northeast United States. Tyco International, once a major employer, went from a workforce of 1508 in 2002 to 722 in 2011, moving its workforce to other parts of the country. Evergreen Solar Inc. which received \$58 million in state aid to open a solar-panel **factory, suddenly shut its plant**, laying off 800 workers and moving its operation to China before finally declaring bankruptcy. All of these factors have converged to substantially impede the economy of the Route 2 Corridor Target Area communities and the region as a whole. At this time, according to the ACS 2015, the poverty rate for the Route 2 Corridor Target Area Communities is 13.8%, compared to the State which is 11.6%. Per capita income in the Target Area is just \$28,271, significantly lower than the Region (\$33,384), the State (\$36,895), and even the nation (\$28,930) where the cost of living is lower than the Target Area. The median household income is \$58,025, compared to the State which is \$68,563. And the unemployment rate is 9.31% (the highest in the Region), compared with the State which is 5.1% and the Nation (5.2%).

ii. Economic Effects of Brownfields

The disproportionally high number of potential Brownfields sites in the Route 2 Corridor Target Area (398) and the Region as a whole (570) have a direct negative effect on the region's economy and population. By adding blight, property vacancy, community disinvestment, burden on municipal services and a reduced tax base; Brownfields contribute to high unemployment rates, poverty, and erosion of home value among other ills. The low-income and unemployed residents need safe, non-contaminated affordable housing and access to a commutable center so they can look for employment opportunities and not have to pick substandard housing and no employment opportunities in Brownfields areas over family safety and job security. Regional unemployment was 8.0%, according to the 2015 ACS Census, and was above the state (5.1%) and the National unemployment rate of 5.2% and the Target Area was in even greater despair at 9.31%.

The Region lost over 6,452 manufacturing jobs over the past decade, many from the Route 2 Corridor Target Area. This area had historically one of the highest percentages of manufacturing jobs in Massachusetts and the Nation (ACS Estimates (2005-2009) and 2010/2000 Census data). Manufacturing sector employment represents a 16.9% share of the Region's total employment (19,757 jobs) down from 24.4% in 2000 (26,209 jobs). Our percentage of 16.9% remains higher than the State (10.1% which is a decrease from 12.8% in 2000) and the Nation (11.2% which is a decrease from 14.1% in 2000).

According to the Census ACS, Poverty in the Target Area is 13.8% compared to the Region (8.0%), and the State (11.6%). The Region and Target Area Per Capita Income (\$33,384 and \$28,271 respectively) is much lower than the State (\$36,895) and lower than the National Average (\$28,930) and the cost of living is higher than 79% of the country based on the 2010 Census Cost of Living Index.

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS

a. Project Description, Redevelopment Strategy, and Timing and Implementation

i. Project Description and Alignment with Revitalization Plans

Our Brownfields assessment project under this grant will continue the success of our past grants to support assessment/redevelopment activities (**focus on Phase II ESAs**) within the Route 2 Corridor Target Area. Numerous sites in the Route 2 Target Area are in need of Phase IIs to facilitate development. The Wachusett Corridor Smart Growth Plan described below, includes the **implementation of a transportation center**

which is providing transportation alternatives so Region residents (including the Route 2 Target Area) can have more accessibility to employment options. The Route 2 Corridor Target Area will also provide a **link for employers looking to relocate to the area with options for people who want to move to the area** and obtain affordable housing, assuming the former industrial mills and Brownfields sites can be utilized, eliminating the stigma associated with the properties. If a potential Brownfields project is identified in any of MRPC's 22-member communities, assessment activities will be considered on a "community-wide" basis to protect the environment, eliminate blight, and reduce urban sprawl, protecting green space. MRPC will utilize a QEP to assist with access agreements, site eligibility, conduct a Phase I ESA or Update, however, we anticipate the majority of sites in the Corridor will be Phase II ESAs.

The goals of this brownfields project fits well into multiple recently completed **Regional/Master Plans Encompassing the Montachusett Region** drafted by MRPC as well as numerous local community plans (e.g.: Open Space Plans, Master Plans, Urban Renewal Plans, Community Development Plans, Economic Development Studies etc.). These plans have had significant community participation/input. Plans include visions, goals, objectives, recommendations and implementation:

- **Wachusett Corridor Smart Growth Plan:** In February 2010, the Montachusett Regional Transit Authority (MART) was awarded \$55.5 million from the US Department of Transportation (US DOT) in Transportation Investment Generating Economic Recovery (TIGER) grant funds to build the Wachusett Station. Wachusett Station is a passenger rail station being built on the Massachusetts Bay Transportation Authority (MBTA) Commuter Rail Line. In November 2011, the MRPC was awarded a 3-year grant for \$129,500 by the federal Department of **Housing and Urban Development's (HUD) Community Challenge Grant** Program for the development of a Wachusett Smart Growth Corridor Plan in an area of approximately 12,566 acres (referred to as the Wachusett Corridor and previously described in Section 1.a.i). This **project has received national recognition** from the National Association of Development Organizations (NADO)⁴. This Brownfield assessment grant will provide the Route 2 Corridor Target Area and surrounding communities with an opportunity to plan for continued improvement and development of the Wachusett Corridor including the linkage of various means of transportation and planning for future land use, housing, economic development, open space and recreation opportunities all in an area with 147 known or suspected brownfield sites. The Smart Growth Plan completed in October 2014 recommended *"Proactively Work to Foster Redevelopment of Brownfields – Inventory sites within the Corridor, identify status of remediation, secure federal funding for assessment and further remediation as appropriate under the U.S. EPA's Brownfields Program"*. By implementing this recommendation and concentrating this Assessment grant on the Wachusett Corridor, MRPC will provide a catalyst to jump start reinvestment and redevelopment needed in this area. **Focusing the use of EPA, HUD and DOT grant finding will maximize the return on investment.**
- **Devens Economic Impact Report:** MRPC received a grant on behalf of the region facilitated by the City of Leominster and funded through the Massachusetts Executive Office of Housing and Economic Development (EOHED) and its Office of Performance Management and Oversight (OPMP) to analyze and report on information related to the Economic Impact of Devens on the Montachusett Region. This report, dated July 2016, concludes with a description of "Next Steps" that Montachusett Communities are urged to implement in order to enhance economic development, transportation, land use, services and facilities, and housing throughout the Region. **Included in these next steps on page 122, it is quoted that the region must "Proactively work to foster the redevelopment of brownfields to eventually allow remediation to take place, redevelopment to occur and generate new tax revenue".**

⁴ <http://www.nado.org/the-wachusett-station-smart-growth-corridor-plan-a-case-study-on-engaging-underrepresented-communities>

- **Montachusett Regional Strategic Framework Plan (2011):** Promotes sustainable development in urban areas and targeted undeveloped lands while protecting and preserving environmentally sensitive open space. Brownfields redevelopment is a high priority in this Plan.
- **Montachusett Region Comprehensive Economic Development Strategy (CEDS):** Funded by the Federal Economic Development Administration and updated in 2014, the CEDS plan promotes and enhances economic development and job creation and captures MRPC's vision for revitalization: *"Brownfields must be redeveloped in order to: Eliminate environmental hazards from our air, soils and water, mitigate or eliminate environmental injustices, produce public benefits for communities such as new housing, jobs and open spaces, support smart growth and sustainable development initiatives"*.
- **Montachusett Regional Energy Plan (2011):** Funded by the Federal Economic Development Administration, this plan highly encourages siting renewable energy facilities on Brownfields sites.
- **Siting of Renewable Energy Facilities in the Montachusett and Northern Middlesex Region (2014):** Funded by the Federal Economic Development Administration in fall 2012, this plan was completed in August 2014, and provides an in-depth analysis of brownfields in the region and the siting of photovoltaics and wind energy conversion systems- both sustainable energy producers.

MRPC has evaluated equitable development, sustainable practices, and environmental justice approaches and how our Brownfield Site Assessment Grant will help foster them. In fact, the foundation of the regional plans noted above are based upon these principles. Many of the MRPC's towns and cities have recently included green infrastructure into their town bylaws such as new bylaws surrounding the development and regulation of renewable energy sources. All towns have upgraded and enforce their building codes to match the new state regulations which mandate certain sustainable and efficient methods of construction. In partnership with these regulatory changes, ***the majority our towns have obtained Green Communities Designation⁵*** by the Massachusetts Department of Energy Resources. MRPC works closely with each town's department of public works, in order to maintain certain design standards to promote sustainable development, green construction, LEED certification, and health conscious development. We work closely with our partners incorporate affordable housing rehabs to include green designs and healthy living sustainability concepts (e.g "Complete Streets"). Moreover, it should be noted that each of the eight communities within the Route 2 Corridor Target Area contains areas of environmental justice populations that would reap benefits that a Brownfield Site Assessment Grant would have to offer in terms of economic, health, and environmental improvements.

ii. Redevelopment Strategy

Those areas that are planned to be redeveloped will ensure access to transportation by locating development to ***target redevelopment near job centers where existing infrastructure is available***. Making Brownfields sites available for redevelopment will increase the economic competitiveness of our Region's urban centers, versus greenfield sites. The following redevelopment opportunities are illustrative examples of the use of existing infrastructure and the potential benefits this Project can bring into the Montachusett Region:

Wachusett Station: The MART estimates as many as 2,580 new jobs could be generated in the vicinity of this new station and layover areas. An Assessment Grant would present a coordinated approach by taking advantage of the existing new station and greatly assist this job creation effort.

Power Plant Site, Fitchburg: Fitchburg has a large Brownfield site which includes a demolished Power Plant. Utilizing this downtown property will allow for the use of existing subsurface infrastructure, thereby reducing the need for new sewer, water, and communication lines on a "green/undeveloped property".

Former Apple Orchard Site, Shirley: The 13-acre parcel is unavailable for development due to contamination. Adjacent to the site is successful redevelopment activity on an abandoned airport. Unfortunately, the Town

⁵ <http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities>

has limited development-ready parcels at this time, as it struggles with a residential tax burden making it difficult fiscally for residents to maintain municipal services, including education.

iii. Timing and Implementation

MRPC has managed 6 successful Brownfield programs, reenergizing the Montachusett Brownfields Group (MBG) and engaging a Qualified Environmental Professional (QEP) through the competitive bid process.

Upon award and during the first quarter, MRPC's Planning and Development Director will prepare a Request for Proposals (RFP) to engage a QEP Firm through a competitive bid process and solicit Brownfield sites for nomination from local officials, community development corporations, neighborhood groups, the private sector, and other interested parties. MRPC will contact those entities who have requested assistance in the past but no funding was available at the time. As part of the nomination process, sites will be required to have an **access agreement in place**. Eligibility criteria will consider redevelopment readiness. Using MRPC's proven track record, Phase I/II ESAs will be conducted in year 1 and 2 and cleanup planning in year 3. All work will be completed within 3 years.

(a) Contractor Procurement.

Using MRPC's proven procurement process, **a QEP firm will be hired within the first quarter** after MRPC's Cooperative Agreement is in place to conduct assessment activities. QEP procurement includes a database of QEP firms that express an interest to bid; preparation and distribution of a RFP, to the Massachusetts Secretary of State's "Goods and Services Bulletin"; ranking of the proposals submitted by the MRPC staff and MBG; Interviews with a "short list" of consultants; and a recommendation to MRPC Commission Members who will vote to hire the QEP. All proposal submittals, evaluations and contracts shall conform to the Federal Uniform Procurement Act and Mass General Laws, Chapter 30B (MGL, Ch. 30B).

(b) Site Inventory, Prioritization & Selection

Sites within the Route 2 Corridor Target Area will be prioritized over others in the Region; approximately 50% of grant funds will be utilized within the Route 2 Corridor. However, if a project is important to a community in any of MRPC's 22- member communities, assessment activities will be considered by the steering committee ensuring equality for region. Sites can be nominated by local officials, community development corporations, neighborhood groups, the private sector, and other interested parties, and must have an access agreement in place. Communities that can access existing State and/or Federal funding for assessments will be encouraged to do so prior to seeking funding from the MRPC. Guidance will also be provided by the QEP.

Nominated sites will be prioritized by the MBG according to the following eight criteria: **1)** EPA eligibility; **2)** Sites in regional plans (Sites located within the Route 2 Corridor Target Area will take priority until a minimum of 50% of Program Funds have been expended on Route 2 Corridor Target Area communities); **3)** Proximity of the site to other known Brownfields sites within the census tracts and block groups; **4)** Likelihood multiple assessments can be completed as a group or a Phase I ESA has been completed; **5)** Sites with carcinogens will take precedence over non-carcinogen sites; **6)** Public benefit/type of project (examples include identification, capping and/or elimination or reduction of contaminants on site, job creation or retention, creation of affordable housing, and/or creation of recreation or open spaces); **7)** Likelihood property will be redeveloped within two years, five years or more than five years (include funding available, owner/developer, local approvals/permits obtained and/or other relevant third party documents); and **8)** Leveraging of CDBG Program Income Funds (if applicable) or other local funds. After prioritization, a site eligibility / property profile form will be completed and submitted to EPA for approval. After the MRPC receives approval from the EPA, the site will be assigned to the QEP. Upon completion, the QEP shall produce an ASTM 1527-13/AAI summary report and summarize the results to MRPC and others in a public meeting.

(c) Obtaining and Securing Site Access.

As indicated above, Sites that can be nominated by local officials, community development corporations, neighborhood groups, the private sector, and other interested parties must first have an access agreement in place. For privately owned properties, the MRPC and QEP will coordinate with the owner to discuss benefits of the Brownfields program. Upon agreement for assessment, an access agreement will be signed by the property owner and MRPC to submit to EPA along with the property Site Eligibility Form. Municipal-owned properties will be coordinated with the appropriate officials, if eligible.

2.b Task Description and Budget Table (hazardous substances):

i. Task Descriptions

A total of \$176,500 will be designated for the completion of 6 Phase Is and 6 Phase IIs. MRPC will use a portion of the \$200,000 grant award for costs related to personnel, travel, supplies, and contractual:

Task 1: Cooperative Agreement Oversight:

1.MRPC will administer the Brownfields Assessment Grant by providing staff support to and expanding the MBG (steering committee). The Contractor will assist ACRES and quarterly reporting (12 reports*~\$125 = \$1,500). MRPC will provide administrative, economic development and planning support for the Brownfields program. MRPC staff time 253 hrs x ~\$75 hr (includes fringe) = \$19,000, **Outputs** include 12 Quarterly reports and MBE/WBE reporting for the **hazardous substances** grant. An MRPC staff will attend 2 EPA Brownfield conferences (Travel = 1 conference attendee at: mileage/airfare/lodging/per diem = 2*\$2,000 total \$4,000).

Task 2: Community Outreach: MRPC staff will assist the QEP firm with outreach and to engage the Route 2 Corridor using processes utilized by the Brownfield program in previous assessment programs. **Outputs** include presentations and solicitation at partner organization and neighborhood association meetings, sharing of information through print, website, and social media and will be completed. Costs include; contractor and supplies for 6 meetings (Contractual = 6 meetings*\$500 (translation services) plus \$1,000 meeting supplies (flyers and handouts) plus 6 meetings*~\$166 (labor) = \$1000 = \$5,000).

Task 3: Identify and Prioritize: There are currently 570 identified Brownfield sites in the Region and 396 in in the Route 2 Corridor Target Area. MRPC will prioritize inventory of sites for assessment based on: (1) potential for significant impact on the environment; (2) public health risk and potential public health benefits; (3) opportunities for neighborhood and economic development; and (4) ability to gain access, control or ownership. Emphasis will be placed on using grant dollars for **conducting or completing Phase II ESAs**. MRPC will incorporate data for each identified site into our GIS database for economic development and community planning purposes. Cost breakdown: 10 sites*\$500/site = \$5,000. **Outputs-** Inventory of 15 potential sites and identification of 10 priority sites.

Task 4: Phase I ESAs: MRPC will evaluate 6 previously un-assessed properties for a Phase I ESA that meets ASTM 1527-13 and EPA's All Appropriate Inquiries criteria. Where possible, these properties will be "clustered" to complete assessments simultaneously to maximize efficiency. Assessments may include multiple parcels to maximize resources. MRPC will work with private property owners to make the process collaborative and participative. We have estimated \$3,000 for a typical Phase I ESA (6 sites*\$3,000/site=\$18,000). **Outputs-** 6 Phase I ESAs.

Task 5: Phase II ESAs: MRPC intends to complete/continue Phase II Subsurface Investigations at approximately 6 properties. The cost of each Quality Assurance Project Plan (QAPP) and Phase II will vary upon the size, complexity, and type of material investigated. MRPC will work with private property owners to minimize access issues and will establish reporting responsibility should state or federal notification thresholds be met. We have estimated \$23,000 for a typical QAPP/ Phase II ESA (6 sites*\$23,000/site = \$138,000). **Outputs-** 6 Phase II ESAs.

Task 6: Remedial/Reuse Planning/Plans: MRPC intends to evaluate cleanup alternatives on 2 properties. We have estimated \$4,500/site for remedial planning (2 sites*\$4,500/site= \$9,000. **Outputs** - 2 Reuse Plans.

ii. Budget Table

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total
	Cooperative Agreement Oversight	Community Outreach	Identify/ Prioritize	Phase I ESAs	Phase II ESAs	Reuse Planning	Total
Hazardous Substances Assessment Budget Table							
Personnel	\$ 14,250	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 14,250
Fringe Benefits	\$ 4,750	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,750
Travel	\$ 4,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,000
Supplies	\$ 500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 500
Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contractual	\$ 1,500	\$ 5,000	\$ 5,000	\$ 18,000	\$ 138,000	\$ 9,000	\$ 176,500
Total	\$ 25,000	\$ 5,000	\$ 5,000	\$ 18,000	\$ 138,000	\$ 9,000	\$ 200,000

c. Ability to Leverage

Federal Department of Commerce, Economic Development Administration (EDA). MRPC received Planning Assistance funds from EDA (since 1995) and this year's award totaled **\$70,000**. EDA grant funds have proven invaluable enabling MRPC staff to promote economic development within the region by updating and maintaining the Montachusett Comprehensive Economic Development Strategy (CEDS), staff the CEDS Committee, provide technical assistance to member communities including Fitchburg and Leominster, seek and obtain federal and state grant funds for planning and to promote brownfields redevelopment.

District Local Technical Assistance (DLTA). The DLTA Program (funded by the Commonwealth of Massachusetts) enables MRPC to provide technical assistance to its 22 communities to encourage municipalities to work together to achieve cost-effective service delivery, and to create/sustain ongoing collaboration on issues affecting municipalities, such as land use and planning for new economic and housing growth. This year, MRPC was **awarded more than \$197,640** in funds to support this program. Funds for Massachusetts FY18 Program have also been approved by the State (\$197,640) and MRPC is currently awaiting a contract from Massachusetts Dept. of Housing and Community Development.

Montachusett Brownfields Group: MRPC's past Steering Committee -MBG met about 12 times during the past grant. For this proposed project it is anticipated meetings could equal 12 Members attending 12 one-hour meetings at \$25 per hour totaling **\$3,600** in leveraged funds.

Additional Leveraging Resources: Community Development Block Grant Program Income – many communities throughout the region have CDBG Program Income funds. Economic Development Incentive Program Statute (Massachusetts General Law Chapter 59 [Tax Increment Financing & Development Financing Incentive]) may also be used to access revenue generated by local projects creating new jobs.

Source	Purpose/Role	Amount	Status
Federal Economic Development Administration	Promote Economic Development and Brownfields Redevelopment	\$70,000	Secured Resource with attached documentation
District Local Technical Assistance	Promote Economic Development, regionalization of services / housing	\$197,640	Secured Resource with attached documentation
Montachusett Brownfields Group (MBG)	In-Kind services towards attendance at MBG meetings	\$3,600	Pending resource

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

a. Engaging the Community

i. Community Involvement Plan

The **Montachusett Brownfields Group (MBG)** will be responsible for engaging the community to create a successful Brownfields Program to increase public participation through online tools, web capability and social media (with the assistance of the QEP firm). Over the last fourteen years, MRPC has reached out to neighborhood organizations, citizens' groups, the private sector, and important stakeholders to participate in the MBG, learn about the Brownfields program, and nominate Brownfields sites for assessment with great success. MBG meetings are held monthly and is made up of members of each of MRPC's 22 communities providing an excellent means of regional communication. At each of these meetings, the status/progress of the program will be stated verbally and in writing, contributing to the communication of progress.

The MBG is made up of local government officials, lenders, lawyers, private and public-sector funding entities, realtors, developers, community-based organizations, regional planners, economic developers, and the community. These primary stakeholders strategically make up of a diverse partnership that will provide greater outreach to our Region, have the capabilities of ensuring proper assessment activities are conducted, and facilitate the leveraging of additional resources to ensure sites are assessed, cleaned up and redeveloped sustainably. Since the focus of this assessment grant is the Route 2 Corridor Target Area, the MBG representatives from Athol, Ayer, Clinton, Fitchburg, Gardner, Leominster, Shirley, and Winchendon as well as others will be heavily involved. **All public notices of meetings, hearings and the availability of funding will be posted in city and town halls, libraries, municipal websites, local cable access bulletin boards and local access programming**, along with the MBG's website.

An MRPC staff member fluent in Portuguese and Spanish will translate materials and live meetings to provide services to non-English speaking Latino immigrants (primarily from Uruguay, Mexico, Dominican Republic, Columbia, Brazil, Guatemala, El Salvador, Honduras, and Puerto Rico), the majority of which are low income and under - represented. Documents such as meeting notices, public notices, work plan, etc. will be translated and shared on MRPC's MBG website.

ii. Communicating Progress

MRPC will communicate the progress of the project through the community engagement process described above/below including updates on a quarterly (3 month) basis to the MBG, CNC, online tools, web capability and social media. MRPC shall also forward progress reports on a quarterly basis to major newspapers in the region (Gardner News; Worcester Telegram & Gazette; Fitchburg Sentinel & Enterprise; and others).

Outreach	Activity Description
MRPC/MBG Website	MRPC Brownfields contains postings for public meetings, meeting minutes, project updates, and reports, which will be regularly updated
Information Repository	MRPC office serves as the location for hard copies of all program-related documents for review by the public.
Public Meetings	Public meetings will be held during and after the project selection process for each site. <i>We anticipate up to 10 meetings during this grant cycle.</i> Meetings will be held outside of normal working hours to increase attendance. Public meeting announcements and project updates will be broadcast through our Facebook and Twitter accounts.
Print Newsletters	MRPC and target municipalities will utilize their print and email newsletters to promote the program and provide regular project updates. <i>We anticipate 6-9 Newsletters over the grant.</i>

Newspaper Releases	Announcement of grant funding will be publicized extensively in local and state-wide newspapers. Public meetings will also be advertised in community newspapers. <i>We anticipate 6 releases.</i>
Flyers	MRPC will distribute flyers at municipal offices, chambers of commerce, and other high foot traffic locations, as well as to neighbors of project sites. <i>We anticipate 2 flyers.</i>
Brochure	MRPC has developed a general Brownfields brochure to promote the program and will distribute to communities (also in translation as needed)
E-mail	MRPC will utilize their respective e-mail networks to announce and promote the program, solicit input, advertise meetings, and disseminate outcomes.
Social Media	MRPC will utilize Facebook, Twitter, and Blogs to promote the availability of Brownfields Assessment Grant monies and successful Brownfields redevelopment

b. Partnerships with Government Agencies

i. Local/State/Tribal Environmental Authority

Massachusetts Department of Environmental Protection: Massachusetts has adopted a privatized system to handle environmental compliance. This system is called the Massachusetts Contingency Plan and enlists certified individuals from the private sector, "Licensed Site Professionals" (LSP) to oversee notification, assessment, and cleanup of contaminated sites. The State retains rulemaking and audit authority. MRPC has a strong relationship with MassDEP's Brownfields Coordinator and MassDEP has signed a letter in support of this grant application (Attachment B). MRPC will utilize a LSP as part of our QEP program.

State and Local Health Departments: MRPC regularly works with state and local health departments and representatives of disadvantaged groups (e.g. non-English Speaking persons and the developmentally disabled) in the Region. Representatives from local health departments participate in the MBG and provide information and express concerns, as needed.

ii. Other Governmental Partnerships

- MRPC has leveraged this project with funding from the MA Dept. of Housing and Community Development utilizing MRPC's District Local Technical Assistance Program.
- MRPC has an excellent working relationship with EPA Region 1 which has been developed over the 15-year history of completing Brownfields redevelopment projects over 6 grants.
- MRPC will continue to work with the North Central Massachusetts Workforce Investment Board to promote job-training that can relate directly to redevelopment activities in the Region.
- The MBG will communicate with private sector partners (ex. lenders, lawyers, and realtors) to ensure that the information and resources available to "flip" and redevelop contaminated properties is understood.
- MRPC has strong relationships with HUD, DOT, and the federal Department of Commerce, Economic Development Administration.

c. Partnerships with Community Organizations

i. Community Organization Descriptions & Roles

The following community-based organizations have partnered with the MRPC on this project:

Millers River Watershed Council (MRWC): MRWC works to improve and protect the health of the lands and waters of the Millers River Watershed and their human and non-human inhabitants. MRWC will commit to participating in the MBG and ***will share results from its water monitoring programs.***

The North Central Mass Workforce Investment Board (NCWIB): NCWIB is a private non-profit corporation designated by the Governor to serve as the local workforce investment board for the region.

NewVue Communities: New Vue Communities is a membership organization led by residents and businesses within the same twenty-two communities that the MRPC serves. New Vue invests in and organizes the residents of member municipalities to help build assets such as quality housing, good jobs,

strong businesses and effective leaders. NewVue Communities is committing use of its conference room to hold two MBG meetings which would be 100% open to the public and will commit to posting the meeting and encouraging those within the community to attend. New Vue is also committing membership to the MBG.

ii. Letters of Commitment (*see Attachment B*)

d. Partnerships with Workforce Development Programs

This project will encourage community and regional economic development in a number of ways including strengthening and expanding the Regions' business sector, providing employment opportunities, and enhancing business revitalization through **local hiring, procurement and job training**. Using MRPC's procurement process, a QEP firm will be hired to conduct assessment activities. Local sub-contractors will also benefit from job creation in employment opportunities in brownfields assessment related to this proposed project (asbestos and lead assessment contractors). In past MRPC Brownfields Programs, local sub-contractors (including mbe/wbe) have been hired by the QEP firm to assist with Phase II ESAs (borings and laboratory). Past successes utilizing EPA brownfields assessment and RLF funds have also resulted in local hiring. One example includes the successful cleanup and redevelopment of the Former Amory Packaging Site in Clinton, now an active commercial and warehouse/distribution facility, resulting in **30 local full-time employment** positions. MRPC will also partner with local workforce development entities including the North Central Mass Workforce Investment Board (MBG member).

4. PROJECT BENEFITS

a. Welfare, Environmental, and Public Health Benefits

The **health** of the population will improve and people can move into some of the former Brownfields properties within the Region and the Route 2 Corridor Target Area. Human health threats from direct contact, inhalation, and indoor vapor intrusion of site contaminants will be eliminated. Carcinogens/non-carcinogens will be removed from the neighborhoods where sensitive populations (i.e. minorities, children, elderly, and women of child-bearing age) with the highest poverty rate and lowest incomes live, work and play. Better access to Wachusett Station will also reduce air pollution as alternative travel will be available cutting down on the number of people who utilize Route 2. Asthma, cancer, and mortality rates will improve over time.

The Brownfields program will provide **welfare benefits** through the elimination of factors that result in sprawl and will facilitate redevelopment opportunities that will preserve and enhance the natural and historical character of the Region. Redevelopment of our Brownfields, will reduce resource consumption required for new construction and re-use of existing infrastructure. Welfare will improve as access to the transportation center is available. People will start to move back to the area creating a workforce for employers to tap into, bringing new jobs into the region and the Wachusett Corridor. Accessibility will improve as transportation improvements are completed along the Corridor. Redevelopment will increase the assessed value of surrounding properties, thereby increasing tax revenue. The number of jobs available to area residents will increase, especially in locations where the sensitive populations are located and also reduce dependency on automobile-related commuting. This Brownfield assessment funding is also a part of the plan to radically **transform the Wachusett Station Area that includes the Target Area communities of Fitchburg, Leominster, and Westminster** from its industrial past to a vibrant accessible destination where people want to live and work. Infrastructure is under construction. Planning and sustainable growth is underway.

The **environmental benefits** are significant. This funding provides access to assessment and reuse planning to jump start the redevelopment process to provide cleaner sites. Land restrictions will be recorded at the Registry of Deeds to ensure future land uses will not be injurious to the human population. Furthermore, sensitive populations will be protected during assessment work through dust mitigation measures and reduction of airborne contaminants. The environment will significantly improve as contamination is **assessed and cleaned up along the Millers and Nashua Rivers** and their tributaries and will lead to the removal of contaminants, cleaner waterways and improved ecosystems attracting wildlife.

b. Economic and Community Benefits

Economic and community benefits are many and align with community revitalization plans (outlined in section 2.a.i.) throughout the region including the Devens Economic Impact Report and HUD funded Wachusett Corridor Plan. MRPC will continue to support the “promotion of economic benefits” by expanding the tax base through the conversion of underutilized Brownfields as a mechanism for job retention and creation purposes, ensuring the **regional workforce can live affordably through affordable housing development** and enhanced property values through adjacent greenspace creation. The following redevelopment opportunities are illustrative examples of the economic benefits this Project can bring into the Montachusett Region:

Wachusett Corridor: The MART estimates as many as 2,580 new jobs could be generated through secondary development in the vicinity of the new station and layover areas.⁶

Power Plant Site, Fitchburg: Fitchburg has a large Brownfield site which includes a demolished Power Plant. Utilizing this downtown property will allow for the use of existing subsurface infrastructure, thereby reducing the need for new sewer, water, and communication lines on a “green/undeveloped property”.

Former Apple Orchard Site, Shirley: The 13 - acre parcel is unavailable for development due to contamination. Adjacent to the site is successful redevelopment activity on an abandoned airport. Unfortunately, the Town has limited development-ready parcels at this time, as it struggles with a residential tax burden making it difficult fiscally for residents to maintain municipal services, including education.

Non-economic benefits are many. Areas will be redeveloped for uses that also include non-profit and charitable uses i.e. parks, recreation areas, greenways, and rail trails resulting in a healthier more physically active community population. This is of particular importance in the urban areas of our Route 2 Corridor Target Area that have a dire lack of open space, while shouldering a disproportionate share of industrial pollution. Since many brownfields are located in close proximity to flowing water bodies, communities/populations along the Millers River and Nashua River would benefit from cleaner water for recreational opportunities. This will result in a safer and more aesthetically pleasing area in which to live for all including the majority of the regions environmental justice populations that reside within the Route 2 Corridor Target Area.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Audit Findings

MRPC has not been the subject of any adverse findings from an OMB Circular A-133, an audit conducted by a Federal, State, Tribal, or Local Government inspector, or audits conducted by the U.S. General Accounting Office. MRPC has not been required to comply with special “high risk” terms and conditions under agency regulations implementing OMB Circular A-102.

b. Programmatic Capability

Since 1968, MRPC has prepared state and federal grant applications and administered grant awards on behalf of its communities. With over 17 years of experience, John Hume, Planning and Development Director, is MRPC’s Brownfields Manager and supervises MRPC’s planning and development staff and is supported by Glenn Eaton, Executive Director (28 years of experience). Mr. Hume successfully managed MRPC’s 2007 and 2009 EPA Brownfields Programs. MRPC leadership would be unaffected by employee turnover. Mr. Eaton successfully managed MRPC’s 2001 and 2004 Brownfields Programs. MRPC’s policy is to involve other staff in various Brownfields related responsibilities (ACRES, Quarterly Reports, Consultant Oversight, etc.) adding resiliency should employee turnover occur.

⁶ Epsilon Associates & McMahon Associates, Wachusett Extension Environmental Assessment, June, 2010, p. 5-46.

A QEP firm will be hired to conduct assessment activities. MRPC has a proven procurement process already in place that has been utilized for more than a decade on six previous EPA Brownfields grants. MRPC will utilize our outside legal counsel for access agreements, as needed.

c. Measuring Environmental Results

MRPC will strictly adhere to the EPA approved Workplan, Schedule and Terms of Conditions – staff will review the EPA approved work plan on a monthly basis to track, measure, and evaluate progress towards achieving outcomes, outputs and project results. MRPC shall also utilize EPA Quarterly Reports and ACRES to track, measure and evaluate progress. MRPC will also consistently communicate with our EPA Project Officer through meetings, phone, and email regarding program status.

d. Past Performance and Accomplishments

i. Currently or Has Ever Received an EPA Brownfields Grant

MRPC has successfully managed five EPA Assessments ('98, '01, '04, '07, '09 – all completed, expending 100% of funds) and MRPC is currently managing an FY 15 EPA Assessment Grant (\$400,000). MRPC has also successfully managed and completed one EPA RLF grant. Through expenditures of \$750,000 in EPA assessment funds (not including the current FY 15 Grant), MRPC has **completed 58 Phase I and II ESAs jumpstarting the redevelopment process**. MRPC RLF grant, totaling \$480,000, provided for the successful redevelopment of the Amory Packaging Site in Clinton, now a commercial warehouse.

MRPC has already allocated all hazardous substances funds in the FY15 EPA Assessment Grant to projects and anticipates completing these projects in Spring 2018. MRPC has also allocated a majority of petroleum funds under this same program and we anticipate closing out this program on or before 09/30/18.

1. Accomplishments:

Significant accomplishments have been made throughout the Region on numerous properties assessed by MRPC's Brownfields Program (all have been reported in ACRES). MRPC also gained **national recognition** by winning the **"Best Community Redevelopment Project"** award for a poster presentation at the National Brownfields Conference April 2011. Select redevelopments below include:

Assessment activities supported: construction of a public library/60 parking spaces in Gardner; supported the design/construction of a solar project in Lancaster; development of a rail trail to connect the Region's population; creation of Pond Street in downtown Gardner opening up new areas for redevelopment opportunities in the Central Business District; creation of two single-family affordable housing units in Fitchburg leveraging no cost labor through the Montachusett Enterprise Center, Inc; redevelopment of a school into senior housing in Athol; construction of three single-family affordable housing units in Gardner (units are fully occupied and generating tax revenue); redevelopment of a former gas station into a public park in Athol; cleanup at Coolidge Park in Fitchburg expanding recreational opportunities to lower income residents at one of the City's most heavily used parks.

RLF loans supported: Cleanup and redevelopment at an industrial site on Stone Street in Clinton creating more than a dozen jobs and renewed tax revenue.

2. Compliance with Grant Requirements

MRPC has always been compliant with the workplan, schedule and terms of conditions. MRPC is compliant with updating ACRES and the submission of EPA quarterly reports with one exception of the Site Assessment and BCRLF quarterly reports (closed in June 2008). Procedures have been implemented to ensure future quarterly reports are submitted on time and MRPC has been compliant since this time.

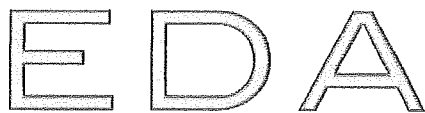
ATTACHMENT A

Documentation Indicating Committed Leveraged Resources

Letter from Federal Economic Development Administration

Letter from District Local Technical Assistance

Letter from Montachusett Brownfields Group



U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

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Welcome to Grants OnLine Mr. Glenn Eaton. Your password expires in 6 days. You are logged in to PROD2Prs.

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Award Package - ED16PHI3020034

Id: 2617496
Status: Accepted

Action:

Your Comments:

Award File Header Information

RFA Name:	Philadelphia Partnership Planning Program FY 2016		Funding Opportunity Number:	EDA-PHI-PL-PRO-2016-2004707
CFDA Number:	11.302	Award File Period:	04/01/2016 - 03/31/2019	Program Office: Planning PRO (PL-PRO)
Program Officer:	Debra Beavin	Program Officer Phone:	215-597-8719 EXT-null	Program Officer Email: dbeavin@eda.gov
Grants Specialist:	Marguerite McGinley	Grants Specialist Phone:	2155978822 EXT-	Grants Specialist Email: MMcGinley@eda.gov
Federal Funding:	\$70,000.00	Non Federal Funding:	\$70,000.00	NON-INTERFACED
Project Title:	Capacity building of Montachusett Economic Development District, oversight of the CEDS process, staff support to Montachusett Region CEDS Committee and Montachusett Economic Development District Board			
Organization Name:	MONTACHUSETT REGIONAL PLANNING COMMISSION		DBA Name:	null
Multi-Year:	Yes-New	ASAP Recipient:	Yes	High Risk Recipient: No

Sub Documents

Type	ID	Title	Status	Status Date
CD-450	2617496	Capacity building of Montachusett Economic Develop...	Accepted	07/28/2016

Export options: [Excel](#)

Associated Documents

Type	ID	Title	Status	Status Date	Program Officer
Grants File	2597933		Accepted	08/22/2016	

Export options: [Excel](#)



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

January 11, 2017

Mr. John Hume
Montachusets Regional Planning Commission
R 1427 Water Street
Fitchburg, MA 01420

RE: FY 2017 District Local Technical Assistance Fund (DLTA) Contract

Dear Mr. Hume:

Enclosed please find one copy of a signed and executed contract between your agency and the Department of Housing and Community Development for the FY 2017 District Local Technical Assistance Fund Allocation. Please retain this document in your agency's files.

Please note that pursuant to the statutory language authorizing this program, the Department of Housing and Community Development is responsible for the preparation of the Scope of Services, and the execution of the Standard Contract. The Division of Local Services in the Department of Revenue is responsible for allocation of the contract's funding.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Tavarez".

Julissa Tavarez
Contracts Manager
DCS/DHCD

JT/dlm

Enclosure

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Montachusett Regional Planning Commission (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4, T&C): 1427R Water Street, Fitchburg, MA 01420		Business Mailing Address: 100 Cambridge Street, Suite 300, Boston, MA 02114	
Contract Manager: John Hume		Billing Address (if different):	
E-Mail: jhume@mrpc.org		Contract Manager: Julissa Tavarez	
Phone: 978-345-7376, ext. 302 Fax: 978-348-2490		E-Mail: julissa.tavarez@state.ma.us	
Contractor Vendor Code: VC6000161086		Phone: 617-573-1407 Fax: 617-573-1460	
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). <u>\$197,640.</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) ____			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>1/5/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Glenn P. Eaton</u> Print Title: <u>Executive Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>1.10.17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christa Hornsby</u> <u>LOUIS MARTIN</u> Print Title: <u>Undersecretary</u> <u>ASSOCIATE DIRECTOR</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9s policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that

of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L.c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L.c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file. **Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this

Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, §39R; G.L. c. 149, §27C; G.L. c. 149, §44C; G.L. c. 149, §148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement. **Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontractors, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing

this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Glenn P. Eaton

Title: Executive Director

Date: 1/5/17

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: Montachusett Regional Planning Commission

Doing Business As: Name (If Different):

Tax Identification Number:

Address: 1427R Water Street, Fitchburg, MA 01420

Telephone: 978.348.7376 FAX: 978.348.2490

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: *Montachusett Regional Planning Commission*
CONTRACTOR VENDOR/CUSTOMER CODE: *VC 6000 161086*

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<i>[Signature]</i> Glenn P. Eaton	<i>Executive Director</i>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

[Signature]

Signature

Date: *1/5/17*

Title: *Executive Director* Telephone: *978.345.7376*

Fax: *978.348.2490* Email: *GEATON@MRPL.0026*

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

Montachusett Regional Planning Commission
VC 6000161086

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Glenn P. Eaton

Title: Executive Director

X

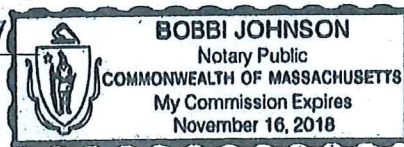
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Bobbi Jo Johnson (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

January 5, 2017

My commission expires on:



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20____.

AFFIX CORPORATE SEAL

ATTACHMENT A

Montachusett Regional Planning Commission *FY17*

Scope of Work and Budget for District Local Technical Assistance Fund

I. General:

DHCD is entering into this contract with the Regional Planning Agency (RPA) to provide technical assistance to municipalities within the purposes of the trust fund authorized by M.G.L, c. 29, s. 2XXX, and any other general or special law, as described in this contract. Funding is authorized by Chapter 133, Acts of 2016, Acct. #1599 – 0026, which item supports several regionalization initiatives. Use of funds shall comply with the requirements of Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006, which states that Regional Planning Agencies (RPAs) shall use District Local Technical Assistance Fund (DLTA Fund) allocations to provide technical assistance to their member municipalities. Pursuant to the statute as amended, payments from the DLTA Fund shall be made on order of the Division of Local Services (DLS) at the Department of Revenue (DOR) and requirements relating to the use and administration of funds shall be made by the Department of Housing and Community Development (DHCD). For the purpose of jointly administering the program, DLS and DHCD executed a Memorandum of Understanding on October 2, 2008 that is incorporated herein by reference.

II. Disbursement, Administration and Recoupment:

- a. Upon execution of this contract, DHCD shall notify DLS of the amount to be disbursed from the DLTA Fund to the RPA and provide the DLS with a copy of this Contract. Upon execution of this Contract and certification to DLS by DHCD, the RPA shall receive the DLTA funds directly from the Comptroller.
- b. The total amount of this contract reflects the statutory allocation for the RPA according to the formula in M.G.L., c. 29, s. 2XXX.
- c. The RPA shall maintain detailed records and books accounting for the expenditure of all DLTA funds and give DOR, DHCD and any other agency of the Commonwealth authorized by law, the right to inspect and examine such records. Upon request, the RPA shall explain any entry or expenditure.
- d. If any expenditure made by the RPA from the DLTA Fund does not comply with the purposes specified in this contract, the RPA shall pay an amount equal to the unauthorized expenditures to the Commonwealth upon the request of DHCD.

III. RPA Match:

The RPA shall provide a 10% match of which no more than ½ may be in the form of in-kind services. The RPA's match for this scope shall be at least **\$19,764**. The RPA shall provide the 10% match on an ongoing

basis. Documentation of the match shall be included in the quarterly and annual reports and shall identify the type (cash or in-kind), amount, and source of any cash match. The cash match shall equal a minimum of 5% of the grant amount. NOTE: RPAs cannot fulfill the cash match requirement by requiring that any municipality(ies) pay any costs associated with the DLTA project(s) in which the municipality(ies) participates (e.g., local cash match). However, RPAs may encourage municipalities to provide a cash or in-kind match to their proposed project and factor that into the selection process, so long as a local match is not required for consideration under the DLTA program.

IV. Project and Account Management:

- a. The RPA shall enter into an agreement with each municipality receiving technical assistance through this program. The agreement shall be in a form agreed to by the parties and shall detail a scope of work and budget. The RPA shall establish account codes that enable reports to include detailed expenditures by project.
- b. The RPA shall track expenditures in a manner that details actual direct labor, overhead (113%) and direct costs for the period. Staff members working on activities supported by the DLTA allocation shall be paid according to their usual rates and the drawdown of the funds shall occur based on these rates multiplied by the overhead rate. For reporting purposes, staff members providing direct labor to the program shall keep a record of their daily activities using the agency's official timesheet or a comparable reporting and record-keeping instrument.

V. Reporting:

a. Quarterly:

The RPA shall provide quarterly progress reports documenting tasks, expenditures, and the 10% match to DHCD and the Division of Local Services in electronic format. Quarterly reports shall be due not later than the 15th day of April 2017; July 2017, October 2017, and January 2018. The quarterly report shall address the activity of the prior 3 months, except the April 2017 report shall address activities undertaken from the effective date of this contract. **Each RPA shall use the reporting template provided by DHCD. The reporting of DLTA funds allocated to each project is essential information for the Administration's use in tracking DLTA funds.**

NOTE a1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in all quarterly reports.

Note a2: Meetings of the Massachusetts Association of Regional Planning Agencies (MARPA) occurring closest to the due date of the quarterly report shall devote time on the agenda for updates and other issues relating to DLTA activity. Notice of such meetings shall be sent prior to each meeting to the Division of Local Services

(sean.cronin@state.ma.us), and to the Department of Housing and Community Development (elaine.wijnja@state.ma.us).

1. The format of the quarterly reports shall be as determined by DHCD, but shall include at a minimum: project purpose, participating municipality(ies), project timeline, activities undertaken in the quarter, activities planned in upcoming quarter(s), relationship to funding priorities as described in this contract, expenditures to date, and achieved or expected outcomes, as appropriate.
- b. Legislative Report
In compliance with the statute, the RPA shall also provide a report to DHCD that DHCD shall provide to the Senate Committee on Ways and Means, and the House Committee on Ways and Means, that documents all activities, expenses, matching funds, products, and outcomes of technical assistance for the current grant year in accordance with DHCD's Reporting Instructions. The report shall include a description of the criteria for selection of projects and activities for technical assistance and other narrative information deemed appropriate reflecting activity from contract start date through June 30. This report shall be due to DHCD by **July 15, 2017**. DHCD shall compile all individual RPA reports for the report to the House and Senate Ways and Means Committees as noted above.
- c. Final Report: The RPA shall provide a final report to DHCD and the Division of Local Services on or before the **15th day in January 2018**. The final report shall cover all DLTAs activities, products, and financial expenditures, source and type of match for each project, and outcomes achieved/anticipated (e.g., regional agreement executed, regional agreement in progress, bylaw adopted, proposed bylaw on warrant for spring 2018 town meeting) for the period of the contract.

NOTE c1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in the final report.

VI. Priority Funding Areas for Technical Assistance Activities:

In concert with the Massachusetts Association of Regional Planning Agencies (MARPA), the state has identified the priority uses for DLTA funding. RPAs shall focus efforts to distribute the RPA allocation of DLTA funds between two general categories: 1) "Planning Ahead for Housing" (or to help reach the Statewide Housing Production Goal) or "Planning Ahead for Growth"; and 2) Community Compact Cabinet activities as identified below. The goal of the DLTA effort is to direct these funds to projects/activities that result in change in the municipality(ies) receiving these DLTA services, whether in law, regulation, program management, or practice, that serve to further these objectives. At least **30%** of DLTA funding should be used toward these state goals, and the solicitation of municipalities should emphasize these priorities: planning ahead for housing, planning ahead for growth, and Community Compact best practices. Community Compact best practices should include both those that the Administration is seeking to fund as part of the CCC program as a first priority and also best practices that explicitly align with CCC best practices but are not best practices identified in a signed CCC agreement.

VII. Use of Funds

Examples of eligible activities shall include:

- a. **Planning Ahead for Housing:** Planning and implementation activities that encourage and support affordable and market-rate housing production opportunities or support municipalities complying with new HUD fair housing regulations, specifically related to the Statewide Housing Production Goal of 10,000 multi-family units each year, that may include, but are not limited to:
 - The development of market, mixed-income and affordable multi-family housing in transit-oriented-development locations, employment centers, downtown locations and state endorsed Priority Development Areas (PDAs) within the RPA's jurisdiction, including any "Gateway municipality" (see MGL, c. 23A, s. 3A);
 - The creation of as-of-right zoning districts such as those eligible under DHCD's Compact Neighborhoods policy or the Chapter 40R/Smart Growth statute;
 - The creation of prompt and predictable permitting through an Expedited Permitting Priority Development Site using Chapter 43D for Residential;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to construct multi-family residential projects in as-of-right zoning districts and parcels;
 - Identifying multi-family residential projects subject to the Permit Extension Act (as amended), assessing impediments to such projects, and recommending steps that the Commonwealth and/or the applicable municipality could realistically take to enable those projects to go forward;
 - Regional analysis of affordable and market-rate housing needs, to include, for example, preparation of a *Housing Production Plan* pursuant to 760 CMR 56.00 et. seq., and similar undertakings that may guide the execution of a compact among communities for locating affordable and market-rate housing.
 - Assisting one or several municipalities who must comply with requirements under the new Fair Housing regulation issued by HUD.
- b. **Planning Ahead for Growth:** Planning and implementation activities that encourage and support economic development opportunities that may include, but are not limited to:
 - Identification, assessment and mapping of Priority Development Areas (PDAs) and Priority Preservation Areas (PPAs) at the local and regional levels, including discussion of specific areas for multi-family housing growth.
 - Supporting prompt and predictable permitting through the Chapter 43D Expedited Permitting Program for Economic Development projects;
 - Encouraging communities to use the Economic Development Self-Assessment Tool (EDSAT) to assess economic development opportunities within communities and/or regions and to develop implementation strategies based on EDSAT recommendations;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to advance economic development activities;
 - At a city or town's request, identifying economic development projects subject to the Permit Extension Act (as amended), assessing impediments, and recommending steps that state and/or the applicable municipality could realistically take to enable those projects to go forward; and

- Developing or updating components of municipal master plans and providing technical assistance that supports the implementation of strategies which are designed to advance well-planned growth and development policies and practices.

c. Supporting the Community Compact, including regionalization

Supporting municipalities who are seeking to adopt state best practices under the Community Compact Cabinet program, including those who want to pursue projects of a regional nature. The regional planning agency should pursue a strategy intended to assist Compact Communities with implementation of their Community Compact best practice selection(s).

Regional planning agencies also shall work with Administration to generally support the CCC program and the state best practice priorities for municipalities as laid out in the Community Compact program. While first priority shall be Community Compact Program municipalities' best practices as stated on their Compact applications, regional planning agencies are encouraged to also consider requests from 1) Compact Communities seeking to implement best practices not specifically included on their Compact applications and 2) non-Community Compact communities seeking to implement the state's best practices.

A list of the Community Compact best practices is attached and should be attached to any solicitation for proposals.

NOTE: Funds cannot be used for routine administrative tasks of municipalities, including, but not limited to, grant application preparation, and cannot substitute DLTA funds for which other state resources are available.

VIII. Solicitation of technical assistance requests:

- In soliciting technical assistance requests from communities, RPAs should encourage cities and towns to submit projects to achieve Community Compact best practices (see Executive Order #554) that are within the expertise of said RPA.
- The RPA shall issue a minimum of 2 solicitations for DLTA projects to member communities within 6 months of execution of this Agreement, unless such requirement shall be waived by DHCD.
- The RPA may use various approaches to inform municipalities of the availability of DLTA funds. Each solicitation shall prominently reference the priority uses of the DLTA funds as described in this contract, shall contain the project/selection activity criteria, and shall explain the process for municipalities or groups of municipalities to propose a project/activity. At least 2 notices shall be delivered by U.S. Mail to the Chief Executive Officer of the RPA's member municipalities, and the RPA representative for each member city and town. Further, the RPAs may post information on the RPA's web site, include an announcement in electronic or hard copy newsletters, hold information sessions, make presentations at RPA membership meetings, and/or make presentations at the request of one or more municipalities in the region. DHCD shall receive prior written notice of any

presentations made relating to DLTA at any RPA membership meeting(s), including, but not limited to, presentations to subgroups of the RPA's membership.

- d. Unless the RPA has allocated all of its funds as a result of the first solicitation, a second solicitation shall occur as the RPA shall determine, provided, however, that it takes place within 4 months of the initial solicitation. The RPA shall note in its first quarterly report if all funds have been allocated to project proposals received, making a second solicitation unnecessary.
- e. DHCD shall provide to the RPA a specific response regarding redirection of any amount of its allocation remaining for other uses as allowed by MGL, c. 29, s. 2XXX.

IX. Criteria for Project/Activity Selection:

The RPA shall develop criteria for project selection that are consistent with achieving the objectives of the priority funding areas identified in this contract. Factors in determining such criteria may include, but are not limited to, the following: opportunities for collaboration and/or resource sharing; the nature of the impact to be realized as a result of the project (e.g., bylaw adopted, joint procurement solicitation prepared, agreement signed); potential as model for other municipalities/regions; and responsiveness to priority uses for funds as identified herein.

The RPA shall submit its project/activity selection criteria to DHCD by January 15, 2017.

The RPA may contact DHCD to discuss potential project proposals and how they would meet the priority funding purposes.

X. Expected Products/Deliverables:

Each project undertaken shall identify the expected product, e.g.:

- Proposed or adopted bylaw or ordinance;
- Proposed or adopted regional agreement or memorandum of understanding;
- Proposed or adopted permitting procedures;
- Specifications for collective purchasing/procurement;
- Report/analysis with recommendations for local/regional next steps; and
- Report of presentations/workshops/forums held to introduce project findings/results.

In addition, supplementary informational materials, lists and descriptions of materials posted on municipal and/or regional planning agency web sites developed through this contract and publications developed and distributed through one or more project activities shall be referenced in quarterly reports and included in other reports as described in **Section V.** above.

Community Compact Cabinet Best Practices

EDUCATION Best Practices

Administration and Finance

Best Practice: Funding is assigned to the proper cost centers, costs are allocated appropriately between the municipal government and the school district, and costs and information is shared in a way that facilitates school-based budgeting. There is evidence that municipal and school administration and finance services are shared to realize economies of scale and may include the consolidation or regionalization of district administration. Data reporting is coordinated across all departments to align staffing and student data with financial reporting, and is consistent with DESE guidelines in order to facilitate benchmarking and comparisons to other schools and districts. Required data reports are sent to DESE through the School Interoperability Framework (SIF). Data reporting meets all quality assurance metrics for timeliness and accuracy.

Coordination and Collaboration – Professional Development

Best Practice: There is shared access to training and supports in regard to academic improvement best practices, with other schools in the same district, and with other districts (e.g. curriculum development, lesson plans, professional development, use of data to inform instruction, benchmark program finance, and track outcomes). Educational collaboratives and inter district agreements are utilized to achieve cost efficiencies and improve program offerings.

Coordination and Collaboration – Higher Education

Best Practice: There is evidence of partnership agreements with higher education institutions to improve articulation with college credit as well as to promote college and career readiness.

Coordination and Collaboration - Transitions

Best Practice: Transition supports are provided between early education and K-12 district and charter schools and demonstrate coordinated activities and resources that maximize families' access to supports promoting successful birth to eight transitions, with a specific focus on Kindergarten transitions.

Coordination and Collaboration – Early Education

Best Practice: There is evidence of partnerships with private providers in the provision of high quality early education and out of school time services to leverage existing resources, avoid duplication of services and enhance and streamline systems for children and families. The community can demonstrate local adoption of a framework to organize, align and integrate community efforts in early education and care, out of school time services, and family engagement.

ENERGY AND ENVIRONMENT Best Practices

Maximizing Energy Efficiency and Renewable Opportunities

Best Practice: There are documented and measurable energy use reduction goals; Clean power is generated locally; The municipal fleet is fuel efficient; Investments have been made in energy efficient municipal street lighting; Energy efficiency improvements and renewable thermal heating and cooling upgrades have been made to public facilities (e.g. housing and schools); Energy efficiency and renewable energy upgrades have been made to water/wastewater plants.

Climate Change Mitigation and Adaptation

Best Practice: There is plan to reduce greenhouse gas emissions and adapt to climate change; Regulations and incentives discourage new development in at-risk locations, enhance the resilience of existing development, and encourage mixed-use growth and travel by multiple modes to reduce emissions; Critical coastal and inland infrastructure, buildings, and energy facilities are prepared for more frequent and intense storms.

Sustainable Development and Land Protection

Best Practice: There is a Master, Open Space and Recreation, or other Plan to guide future land conservation and development; Smart growth consistent zoning has been adopted (e.g. techniques in the MA Smart Growth/Smart Energy Toolkit); Investments in infrastructure and land conservation are consistent with the MA Sustainable Development Principles.

Comprehensive Water Resource Management

Best Practice: There is a plan to supply and conserve water, manage stormwater, and treat and reuse wastewater; The MA Water Conservation Standards are being implemented; Municipal regulations promote green infrastructure and the use of low impact development techniques; An Enterprise Fund or other mechanism is in place to fund maintenance and replacement of water infrastructure.

Solid Waste and Site Cleanup

Best Practice: There is a documented plan and approach to Brownfield redevelopment; There is a solid waste master plan; Waste management best practices have been adopted (e.g. "pay as you throw").

Promote Local Agriculture

Best Practice: A right to farm by-law or ordinance has been adopted; The community supports access to fresh produce through the creation of farmers markets and/or establishment of urban agriculture (e.g. commercial ventures or community gardens); Farmland is conserved through acquisition and/or regulation; Sustainable forestry is encouraged.

FINANCIAL MANAGEMENT Best Practices

Budget Document

Best Practice: The annual budget is a municipality's most important annual policy-making document. As such, the budget document details all revenues and expenditures, provides a narrative describing priorities and financial challenges, and otherwise offers clear and transparent communication of community policies to residents and businesses.

Financial Policies

Best Practice: Sound financial policies provide important structure and consistency around local fiscal policy decisions and are documented and adhered to. This best practice is achieved by evidence of documented fiscal policies including reserve levels, capital financing, and use of Free Cash.

Long-range Planning/Forecasting

Best Practice: Financial forecasting and long-term planning help communities detect fiscal challenges earlier, develop strategies to address issues that emerge, and provide the context for analyzing multi-year contracts and other financial trends. There is a documented financial planning process and plan that assesses long-term financial implications of current and proposed policies, programs and assumptions.

Capital Planning

Best Practice: Funding capital needs on a regular basis is critical to maintaining publicly-owned assets and delivering services effectively. The community develops and documents a multi-year capital plan that reflects a community's needs, is reviewed annually and fits within a financing plan that reflects the community's ability to pay.

Review Financial Management Structure

Best Practice: A strong and appropriately structured finance team is critical to both the short- and long-term health of a municipality. Communities striving for this best practice will evaluate the structure and reporting relationships of its finance offices to ensure that they support accountability and a cohesive financial team process. To the extent that gaps are identified, the community develops a written plan for implementation of the desired finance team structure.

HOUSING AND ECONOMIC DEVELOPMENT Best Practices

Preparing for Success

Best Practice: There is a demonstrated ability to partner with the private sector, non-profits, and public sector organizations in order to advance the housing and economic development vision and goals of the community as evidenced by the successful completion of public/private/non-profit project(s).

Housing

Best Practice: There is a documented community-supported housing plan that accounts for changing demographics, including young families, workforce dynamics, and an aging population.

Infrastructure

Best Practice: There is evidence of a community plan and process being followed to identify development sites and to undertake the necessary steps to enhance site readiness by ensuring the appropriate zoning, permitting, and land assembly.

Competitiveness

Best Practice: There is evidence of the continuous use of performance measures for the evaluation of how competitive the community is compared to other communities in terms of attractiveness for commercial development, and housing expansion.

Job Creation and Retention

Best Practice: There is a documented economic development plan which leverages local economic sector strengths, regional assets, encourages innovation and entrepreneurship, and demonstrates collaboration with educational institutions for the development of a workforce plan.

INFORMATION TECHNOLOGY Best Practices

Cyber Security

Best Practice: There is a documented cyber-security strategy, including policies, procedures and controls aligned with an industry standard security framework.

Transparency

Best Practice: There is a documented open data strategy including timelines for making municipal spending and budget information accessible from the city or town website in a machine readable and graphical format.

Business Continuity

Best Practice: There is a written disaster recovery and backup plan for critical municipal systems along with a documented plan to transfer paper documents to an electronic format and securely store backup electronic municipal data in locations geographically separated from the primary source.

Citizen Engagement

Best Practice: There is a documented citizen engagement strategy for deployment of technology solutions, including a public communication strategy and a professional development strategy to ensure that internal resources can effectively engage with users via technology.

Data Standards

Best Practice: There is a documented plan to implement generally accepted data standards in use at the national or regional-level to promote system interoperability, local data analysis and regional data analysis.

REGIONALIZATION/SHARED SERVICES Best Practices

Best Practice: In an era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements, productive partnerships between municipalities make sense for some communities. This best practices encourages regionalization of some services and sharing resources among municipalities. Technical assistance is available to help your community and potential municipal partners determine if regionalizing is the path to take.

TRANSPORTATION AND CITIZENS SAFETY Best Practices

Complete Streets

Best Practice: Complete Streets policies and programs provide accommodations for all users and modes, create safer and more livable neighborhoods, and encourage healthy transportation alternatives. The municipality will become certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.

Safe Routes to School

Best Practice: The community will show evidence of a comprehensive safe routes to school program which includes the prioritization of snow removal around schools and routes to schools as well as snow removal from bus stops, clearly marked crosswalks, safe sidewalks, safe student pick-up/drop-off areas free from congestion. The program will also include student education on pedestrian safety such as taking care in walking past driveways and through a parking lot, using cross walks, and crossing with a crossing guard.

A Safe and Mobile Future for Older Drivers

Best Practice: There is a documented plan to address the anticipated increase in older drivers in the years to come. The plan will include a goal for reducing crashes involving older drivers over the next five years, identification of the issues surrounding older driver mobility, including infrastructure improvements, education for older road users and the public with topics to include insurance and liability concerns, and medically impaired drivers, as well as identify and promote transportation options for older adults in the community.

Sharing Best Practices

Best Practice: Municipal Public Works Departments and Highway Departments can learn from each other and share best practices about technologies and operating, maintaining and managing the assets and departments for which they are responsible. Participation in the Baystate Roads Program (BSR) is a demonstration of implementing this best practice. The Baystate Roads Program is a federally and state funded program that provides and facilitates the sharing of state of the art planning, design, and operational information for city and town public works managers.

Citizen Safety

Best Practice: There are documented community-based programs to increase, pedestrian safety and motorcycle safety, and promote awareness of the use of seatbelts and child seats, the dangers of texting and distracted driving, the dangers of speeding and aggressive driving, and the dangers of driving while impaired. The community will demonstrate participation in the Commonwealth's Office of Public Safety and Security's trainings and conferences as well as the dissemination of public safety information to citizens.

<http://www.mass.gov/governor/administration/groups/communitycompactcabinet/bestpractices/>

ATTACHMENT B

BUDGET

DLTA ALLOCATION	10% MATCH
\$197,640	\$19,764

(\$2.8 million allocation formula described in M.G.L, c. 29, s. 2XXX)

CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING



November 16, 2017

EPA Region 1
Attention: Frank Gardner
5 Post Office Square
Suite 100, Mail code: OSRR7-2
Boston, MA 02109-3912

**Re: Montachusett Regional Planning Commission
FY 2018 Brownfields Assessment Grant Application**

Dear Mr. Gardner:

The Montachusett Regional Planning Commission (MRPC) is requesting Hazardous Substance grant funding under the U.S. Environmental Protection Agency's Brownfields Assessment Grants Program. The total request of \$200,000 includes the expenditure on Hazardous Substances funding for the completion of Phase I and Phase II Environmental Site Assessments, over three program years.

Please accept this letter of support/participation for MRPC's application to the federal Environmental Protection Agency. As Chairman of the Montachusett Brownfields Group, meetings are generally held about four times per year and I attend these meetings. MRPC's Steering Committee -MBG met about 12 times during the past grant. For this proposed project it is anticipated meetings could equal 12 Members attending 12 one-hour meetings at \$25 per hour totaling \$3,600 in leveraged funds.

Sincerely,

Trevor M. Beauregard
Director

ATTACHMENT B

Letters of Commitment from Community Organizations

Letter from Millers River Watershed Council (MRWC)

Letter from North Central Mass Workforce Investment Board (NCWIB)

Letter from NewVue Communities



MILLERS RIVER WATERSHED COUNCIL, INC.
100 Main Street, Athol, MA 01331
978-248-9491 * council@millersriver.net

November 11th, 2017

Montachusett Regional Planning Commission
ATTENTION: John Hume
1427R Water Street
Fitchburg, MA 01420
(via email)

Dear Mr. Hume,

The Millers River Watershed Council (MRWC) endorses the Montachusett Regional Planning Commission's (MRPC) application to the Environmental Protection Agency's (EPA) FY18 Environmental Site Assessment Grant for several reasons. MRWC is a nonprofit organization based in Athol, Massachusetts with the mission to protect and enhance the health of the Millers River and its watershed for the long-term benefit of its human and non-human residents. The Millers River watershed supports outdoor recreational opportunities such as boating, camping, hiking, picnicking and scenic viewing, which are provided by large areas of forest land, waterways and other unspoiled open space. The proposed project is therefore of considerable interest to MRWC.

I would like to commit my participation in the proposed Montachusett Brownfields Group, which is responsible for ensuring that specific sites are targeted, and nominated for RLF funds based on community need and public concern. MRWC is also committing to host 3 Montachusett Brownfields Group meetings during the duration of this five year grant at the Millers River Environmental Center at 100 Main Street in Athol, MA, 01331. Moreover, MRWC currently conducts volunteer water monitoring throughout the watershed, including the Millers River in and near the downtown Athol area and is committing to share and present water monitoring results with the Montachusett Brownfields Group at meetings held at MRWC.

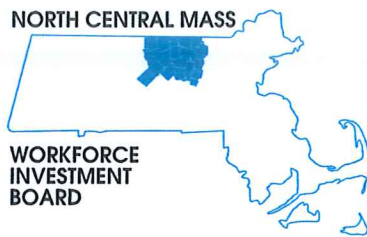
MRWC has worked with MRPC on other programs and initiatives, and has a strong interest in helping to provide the highest level of sustainable redevelopment and public benefit for the watersheds natural environment, its wildlife, and its communities, and

neighborhoods. Therefore, we would like to ask that you seriously consider MRPC's grant proposal.

Sincerely,

Ivan Ussach

Ivan Ussach, MRWC Director



1355 Central Street Leominster, MA 01453 Phone: (978) 534 1023 Fax: (978) 534 1807

October 26, 2017

Montachusett Regional Planning Commission
Attention: John Hume
464 Abbott Avenue
Leominster, MA

Dear Mr. Hume:

The North Central Workforce Investment Board is a private non-profit corporation designated by the Governor to serve as the local workforce investment board for the north central region under the Federal Workforce Innovation and Opportunity Act. Board members are appointed for three year terms by the local chief elected official. The Board serves twenty three cities and towns primarily in Northern Worcester County designated by the governor as the North Central Workforce region. The Board is responsible for the policy and oversight of all state and federal workforce development initiatives in the region. Our membership includes over 30 local leaders from both the private and public sectors however as required by law over fifty percent of our members are private sector business leaders.

The Montachusett Regional Planning Commission (MRPC) is applying for \$200,000 in Federal grant funds from the United States Environmental Protection Agency (EPA) for a Brownfields Environmental Site Assessment Grant for Hazardous Substances on sites to be determined and approved by MRPC and the EPA. The NCWIB would sincerely like to see the funding of this application; there is a very strong need for redevelopment of brownfields in the Montachusett Region. The MRPC is a past recipient of six (6) EPA Brownfield Site Assessment grant awards and much has been accomplished in terms of redevelopment. For example, site assessments have initiated the eventual construction of affordable housing units, new manufacturing facilities and the creation of new jobs, and rail trail construction. Redevelopment from brownfield status to that of reuse continues to be extremely important to remove contaminants by private and public sector entities, create affordable housing and job generating businesses, and open and recreational spaces.

If funded, the NCWIB would like to commit the use of office space for 2 meetings of the Montachusett Brownfields Group (MBG) which will meet quarterly throughout the duration of the 3 year grant cycle. The MBG is made up of local government officials, lenders, lawyers, private and public sector funding entities, realtors, developers, community-based organizations, regional planners, economic developers, and the community. The NCWIB would also like to commit a representative to not only attend these public meetings that will receive attention from the media,

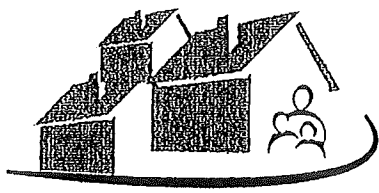
but also to present information about NCWIB that would be useful to the MBG including job creation, education and training, and information pertaining to our two Career Centers located in Leominster and Gardner.

I hope you consider the importance of this Environmental Site Assessment Grant to improve the health of the residents residing in North Central MA and promote job creation in an economically depressed area of the Commonwealth.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Sappington", with a stylized, flowing script.

Tim Sappington, Executive Director



NewVue

communitiesSM

Creating Communities Where We Choose to Live, Work & Invest

October 26, 2017

Montachusett Regional Planning Commission
Attention: John Hume
464 Abbott Avenue
Leominster, MA

Dear Mr. Hume:

This letter of commitment is to offer my support for the Montachusett Regional Planning Commission's application to the Environmental Protection Agency's (EPA) FY18 Environmental Site Assessment Grant. NewVue Communities is committing use of its conference room to hold two Montachusett Brownfields Group meetings which would be 100% open to the public. I would also like to commit to posting the meeting and encouraging those within the community to attend. NewVue Communities is a membership organization led by the diverse resident and business communities within the same twenty-two communities that the Montachusett Regional Planning Commission serves. NewVue Communities is led by community members of diverse incomes and backgrounds, we develop quality housing, create economic opportunities, and foster civic engagement in North Central Massachusetts. We envision healthy neighborhoods where residents choose to live, work and invest.

NewVue Communities realizes the importance of EPA Brownfields Funds in the region. In fact, under MRPC's FY15 EPA funded brownfields program, funds were utilized for a Phase II Site Assessment on a property located at 246-248 Central Street, Gardner MA in order for NewVue Communities to acquire the site and redevelop the building for use as an office and three apartments on the second floor.

As Executive Director of NewVue Communities, the Agency would also like to commit to being a member of The Montachusett Brownfields Group which plays a major role in determining sites of highest priority for environmental assessments.

Sincerely,

Marc Dohan

Threshold Criteria Responses Attachments

Community-Wide Proposal

1. Applicant Eligibility

The Montachusett Regional Planning Commission (MRPC) is a regional government body. It was created in 1968 in accordance with Massachusetts General Law Chapter 40B, Section 3 (MGL Ch. 40B, Sec. 3). According to MRPC's General Counsel, the MRPC is a unit of regional government created in accordance within the laws of the Commonwealth of Massachusetts. (In the past, the MRPC proved to the EPA that it was an eligible grant recipient and to date has been awarded six Site Assessment grants and one RLF Cleanup grant.)

2. Community Involvement

Over the last seventeen years, MRPC has reached out to neighborhood organizations, citizens' groups, the private sector, and important stakeholders to participate in the Montachusett Brownfields Group (MBG) (staffed by MRPC) and learn about the EPA's Brownfields program, and nominate Brownfields sites for assessment. Through the MBG, MRPC staff will be responsible for engaging the community and other stakeholders to create a successful Brownfields Program utilizing 21st century technology to increase public participation in the planning process through online tools, web capability and social media. The MBG is made up of local government officials, lenders, lawyers, private and public-sector funding entities, realtors, developers, community-based organizations, and regional planners and community and economic developers. These individuals and organizations are primary stakeholders strategically made up of a diverse partnership that will provide greater outreach to our Region, have the capabilities of ensuring proper assessment activities are conducted, and facilitate the leveraging of additional resources to ensure sites are assessed, cleaned up and redeveloped sustainably. All public notices of meetings, hearings and the availability of funding will be posted in city and town halls, libraries, municipal websites, local cable access bulletin boards and local access programming, along with the MBG's website. All meetings will be open to the public.

An MRPC staff person who is fluent in speaking, reading, and writing Portuguese and Spanish, will help to provide services to non-English speaking Latino immigrants (primarily from Uruguay, Mexico, Dominican Republic, Columbia, Brazil, Guatemala, El Salvador, Honduras, and Puerto Rico), the majority of which are low income and under - represented. This MRPC staff person has the capabilities to translate materials and live meetings into Spanish and Portuguese speaking participants. Documents such as meeting notices, public notices, work plan, etc. will be translated and shared on MRPC's website.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

11/16/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Montachusett Regional Planning Commission

* b. Employer/Taxpayer Identification Number (EIN/TIN):

042462367

* c. Organizational DUNS:

7808857520000

d. Address:

* Street1:

464 Abbott Avenue

Street2:

* City:

Leominster

County/Parish:

* State:

MA: Massachusetts

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

01453-5908

e. Organizational Unit:

Department Name:

Planning and Development

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr .

* First Name:

John

Middle Name:

* Last Name:

Hume

Suffix:

Title:

Planning and Development Director

Organizational Affiliation:

* Telephone Number:

9783457376 Ext 302

Fax Number:

9783482490

* Email:

jhume@mrpc.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-17-07

* Title:

FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Montachusett Region Brownfields Assessment Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="200,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed: